

IT IS HEREBY ADJUDGED  
and DECREED this is SO  
ORDERED.



Dated: May 17, 2010

*Sarah Maney*  
SARAH S. CURLEY

U.S. Bankruptcy Judge

5 Attorneys for Movant, JPMorgan Chase Bank, NA,  
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IN THE UNITED STATES BANKRUPTCY COURT  
IN AND FOR THE DISTRICT OF ARIZONA

10 In Re:  
11 DEBRA NOVELLE HAFERKORN,  
12 Debtor.  
13

14 JPMORGAN CHASE BANK, NA,  
15 Movant,  
16 vs.  
17 DEBRA NOVELLE HAFERKORN and  
18 EDWARD J. MANEY, CHAPTER  
13 TRUSTEE,  
19 Respondents.

Chapter 13 Proceedings  
Case No.: 2:09-bk-29053-SSC

**STIPULATED ORDER FOR RELIEF  
FROM THE AUTOMATIC  
BANKRUPTCY STAY**

**Re: Personal Printer – 2005 Xerox  
Printer**

20 JPMorgan Chase Bank, NA ("JPMorgan Chase") and Debra Novelle Haferkorn, the  
21 Debtor (the "Debtor") in the above-captioned Chapter 13 case, hereby stipulate and agree as  
22 follows:

**RECITALS**

- 23 1. On November 11, 2009 (the "Petition Date"), the Debtor filed a voluntary  
24 petition under Chapter 13 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*  
25  
26 2. On September 26, 2005, EZ Farm, Inc. (the "Borrower") executed and  
27 delivered a promissory note to JPMorgan Chase in the original principal amount of  
28

1 \$56,000.00 (the "Note"). A true and accurate copy of Note is attached to the Motion for  
2 Relief from the Automatic Bankruptcy Stay (the "MFR") (Docket #19) as Exhibit 1 and is  
3 herein incorporated by this reference.

4 3. Page 2 of the Note provides as follows:

5 SECURITY AGREEMENT. Borrower hereby grants, pledges and assigns to  
6 Lender, as security for repayment of the Indebtedness, a security interest in the  
7 following Printer, together with any substitutions and replacements therefore,  
8 and all products and proceeds thereof:

9 Equipment – Model 2045 – Make: Xerox – Vin: PM9-328588, Year 2005 (the  
10 "Printer"). See Exhibit 2 at 2.

11 4. On October 4, 2005, a UCC-1 financing statement was filed with the Arizona  
12 Secretary of State as Instrument No. 200513865015 (the "Financing Statement"). The  
13 Financing Statement evidences JPMorgan Chase's valid, perfected and first priority lien on  
14 the Printer. A true and accurate copy of the Financing Statement is attached to the MFR as  
Exhibit 2 and is herein incorporated by this reference.

15 5. An event of default under the Note consists of Borrower's failure to make any  
16 payment when due under the Note.

17 6. The Borrower defaulted under the terms of the Note by among other things,  
18 failure to make payment when due under the Note (the "Default").

19 7. As of November 22, 2009, JPMorgan Chase was owed a principal amount of  
20 \$35,250.61 (the "Loan Balance").

21 8. Movant is the holder of the Note and the Financing Statement that collectively  
22 grants Movant a valid, perfected and first position lien upon the Printer.

23 9. The Printer is not property of the Debtor's Bankruptcy Estate as it is owned by  
24 the Borrower. As such, the Debtor intends to surrender the Printer to JPMorgan Chase.

25 10. On March 15, 2010, the Debtor filed an Objection to the Motion for Relief.  
26 This matter is set for a Preliminary Hearing on May 12, 2010 at 1:30 pm.

27 11. Following the Debtor's Objection, Debtor's attorney advised counsel for  
28 JPMorgan Chase that the Debtor would stipulate to relief from stay. Based on the foregoing,

1       in good faith, and to avoid the costs of litigation, the Debtor has agreed to allow the stay to  
2       be lifted on an immediate basis.

3               Based upon the foregoing Recitals and the Stipulated Order of the Parties, **THE**  
4       **COURT HEREBY FINDS AND CONCLUDES THAT:**

5       12.      The Recitals are incorporated herein by this reference and adopted as part of  
6       the Court's Findings and Conclusions.

7       13.      JPMorgan Chase has a valid, perfected and enforceable lien and security  
8       interest in the Printer referred to in the Recitals above.

9       14.      The Printer is not property of the Bankruptcy Estate.

10      15.      The Loan Balance is no less than \$32,250.61.

11      16.      The parties hereto agree that they will perform such acts and execute such  
12     documents, if any, as necessary or appropriate to implement and effectuate this Stipulated  
13     Order according to its terms.

14      17.      All of the parties hereto have been represented and advised by counsel with  
15     respect to this Stipulated Order, and have entered this Stipulated Order freely and voluntarily  
16     after sufficient investigation of its terms and promises. This Stipulated Order is intended to  
17     be enforceable according to its written terms, and there are no promises, oral agreements, or  
18     expectations of the parties to the contrary.

19               **IT IS HEREBY ORDERED** that upon entry of this Stipulated Order, all stays and  
20     injunctions, including, but not limited to, the automatic stay of Bankruptcy Code § 362, shall  
21     be lifted and JPMorgan Chase shall have effective and immediate stay relief.

22               **IT IS FURTHER ORDERED** that this Stipulated Order shall govern and control all  
23     dealings between the Parties with respect to every matter that is the subject of this Stipulated  
24     Order. This Stipulated Order shall be binding upon and inure to the benefit of the successors  
25     and assigns of JPMorgan Chase and the Debtor. Nothing in the Stipulated Order is intended  
26     to, nor shall, affect JPMorgan Chase's (or its respective successors-in-interest's) rights,  
27     remedies or obligations under the Note, Financing Statement or applicable non-bankruptcy  
28     law.

**IT IS FURTHER ORDERED** that the Preliminary Hearing set for May 12, 2010 at 1:30 pm is vacated.

DATED THIS \_\_\_\_\_ day of May, 2010.

## THE HONORABLE SARAH SHARER CURLEY

**APPROVED AS TO FORM AND CONTENT:**

Folks & O'Connor, PLLC

By /s/ Lisa S. Kass  
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## The Law Offices of Nasser U. Abujbarah

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*Attorneys for the Debtor*

1      **ORIGINAL filed by ECF and**  
2      **COPIES of the foregoing mailed**  
3      this \_\_\_\_ day of May, 2010, to:

4      Debra Novelle Haferkorn  
5      9307 E. Cortez Street  
6      Scottsdale, AZ 85260  
7      *Debtor*

8      Nasser U. Abujbarah  
9      The Law Offices of Nasser U. Abujbarah  
10     7025 E. McDowell Road, Suite 9  
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13     Edward J. Maney  
14     P.O. Box 10434  
15     Phoenix, AZ 85064-0434  
16     *Chapter 13 Trustee*

17     US Trustee  
18     Office of the US Trustee  
19     230 N. First Avenue, Suite 204  
20     Phoenix, AZ 85003

21     By /s/ Kathlyn Maez  
22     *An Employee of Folks & O'Connor, PLLC*

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